

portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

2. Contractor certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

## XI. GENERAL PROVISIONS

- A. This Agreement constitutes the entire contract between the parties. Any subagreements to this Agreement will be a party to the terms and conditions of this Agreement. No condition, provision, agreement or understanding not stated in this Agreement shall affect any rights, duties or privileges in connection with this Agreement.
- B. Each party or its designees shall have access to and the right to examine, monitor and audit all records, documents, conditions and activities related to the program funded by this Agreement in accordance with 45 CFR 74 sub-part D to support the claim and provide the Health Care Financing Administration (HCFA) with any necessary data in the event of an audit.
- C. Confidentiality - DHS and Contractor shall comply with all applicable federal and state laws and regulations regarding maintaining the confidentiality of all client records, and the information contained therein. DHS and Contractor also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.
- D. Should any disagreement arise between the State and the Contractor on any provisions of this Agreement, the parties agree that the same shall be the subject of discussions between their two Directors in a good faith effort to achieve resolution.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a Party to this Agreement.

Jessie K. Rasmussen, Director  
For and on Behalf of the  
Iowa Department of Human Services

By: Jessie K. Rasmussen

Date: 6-22-00

Michael J. Finnegan  
Business Manager

For and on Behalf of the  
UNIVERSITY OF IOWA

By: Michael J. Finnegan

Date: 6/13/00

Form #588-4579/December, 1993

November 1994

January 1994,

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## EXHIBIT A

### MEDICAID ADMINISTRATIVE ACTIVITIES

Medicaid administration is committed to the least restrictive, most cost effective, community based method of treatment for eligible individuals. The Contractor agrees to use the following codes for use in an administrative claiming time study that supports the Medicaid Program.

#### 01. OUTREACH / FACILITATING MEDICAID ELIGIBILITY DETERMINATION AND ENROLLMENT (claimable)

Activities that communicate the range of services available and their benefits. Activities that assist an individual to become eligible for participation in Medicaid or assist the person to enroll in a health related program.

Activities include the following:

- \* Informing individuals, agencies, practitioners, and community groups about specific Medicaid programs;
- \* Evaluating the eligibility of an individual 0-21 years of age for a given program through such methods as review of referrals and interviews;
- \* Assisting individuals in collecting information needed for eligibility determination and in filling out and processing eligibility forms for Medicaid;
- \* Assisting in reviewing and updating forms each time an individual's circumstances change;
- \* Informing individuals about confidentiality, grievance procedures, their rights within the Medicaid program, and any mandated reporting procedures;
- \* Assisting an individual or family to understand and identify health problems or conditions and to recognize the value of preventive and remedial care as it relates to these conditions;
- \* Providing information to eligible or potentially eligible families about the EPSDT program and it's benefits.

#### 02. CASE FINDING (claimable)

Activities that require skilled medical professional knowledge to identify medically at-risk individuals who may benefit from Medicaid Program participation.

Activities include the following:

- \* Using skilled professional knowledge and training to identify high-risk populations whose disease process isolates them from care;
- \* Developing and implementing strategies that identify and inform high-risk population groups of programs that will improve or protect their health status.

### **03. SKILLED MEDICAL PROFESSIONAL ASSESSMENT, CASE PLANNING, AND FOLLOW-UP (claimable)**

Activities that require skilled medical professional knowledge to coordinate and maintain a plan of care. The plan is designed to achieve a positive health outcome or stabilize a poor health condition.

Activities include the following:

- \* Interpreting results of screenings, assessments, examinations and evaluations which may be needed to make a clinical determination of the nature and extent of the individual's health related condition as well as the kinds of treatment or care needed to improve his/her health outcome;
- \* Developing and monitoring plans of treatment and care that are designed to correct or ameliorate health conditions identified in the assessment;
- \* Reinforcing medical advice that has been provided to an individual by providing information and follow-up about suspected or identified conditions;
- \* Providing follow-up to assess the individual's progress in meeting treatment goals and to assist in making a determination of the need for further treatment;
- \* Coordinating the closure of a plan and any resulting necessary referrals.

### **04. ASSISTING CLIENTS TO ACCESS SERVICES (claimable)**

Assisting an individual to access specific preventive services as well as services identified in the plan of care. Performing activities that lead to and support a plan of care.

Activities include the following:

- \* Gathering information used to determine the nature and extent of the individual's health related condition;
- \* Coordinating screenings, assessments, examinations and evaluations and any follow-up which may be required as a result of information gathering;
- \* Scheduling or coordinating the delivery of services and resources which may be needed to implement the plan of care which may include arranging transportation or translation services;
- \* Assisting individuals to access and use these services, including actions that help to remove barriers to services;
- \* Scheduling and coordinating the meetings of an interdisciplinary team to develop or review a case plan;
- \* Providing follow-up contact to ensure that the individual received the service identified in the case plan;
- \* Gathering information for and assisting in performing any reassessments needed to evaluate the client's need for continued services;

- \* Coordinating the closure of the case and any necessary referrals;
- \* Providing information regarding the immunization schedule.

**05. SKILLED MEDICAL PROFESSIONAL CONSULTATION/  
ANTICIPATORY GUIDANCE (claimable)**

Providing professional health related consultation and assistance to individuals, providers, agency staff and the community.

Activities include the following:

- \* Advising high risk individuals with complex health needs about the causes and prevention of active and communicable diseases and of high-risk behaviors that lead to disease or poor health outcomes;
- \* Providing information to an individual's caretaker to increase their understanding of age appropriate growth and development, disease prevention, and the benefits of sound health and mental health practices;
- \* Attending case conferences or multi-disciplinary teams to assess and evaluate individual needs and treatment plans;
- \* Interpreting the results of screenings, assessments and other evaluation materials to an individual, a provider, or a professional staff of another agency.

**06. SKILLED MEDICAL PROFESSIONAL IN-SERVICE TRAINING (claimable)**

Planning or conducting skilled Medicaid Program related health training.

Activities include the following:

- \* Professional training and technical assistance which improves the quality of treatment and care;
- \* Training which improves the medical knowledge and skill level of other medical personnel;
- \* Training and technical assistance which contributes to patient advocacy or which provides information on relevant programs for individuals at risk of poor health outcome.

**07. PROGRAM PLANNING AND DEVELOPMENT (claimable)**

Activities that support the planning and development of programs. Use when working with other agencies to improve and/or expand services that relate to the Medicaid Program.

Activities include the following:

- \* Working with other agencies to identify, promote and develop needed maternal and child health care services through activities such as conducting and evaluating community needs assessments;
- \* Working with other agencies to maximize the effectiveness of Medicaid service delivery systems and identify gaps in service;
- \* Developing support services that assist Medicaid individuals to access needed services;
- \* Working with other agencies to develop methods for the early identification of persons at risk of poor health outcome;
- \* Conducting quality assurance activities.

#### **08. GENERAL ADMINISTRATION (claimable)**

Use when attending staff meetings, reviewing employment policies, or new employee orientation. Only the portion of time spent in general administration activities that relates to the program is claimable.

#### **09. DIRECT CLIENT CARE (not claimable)**

Use when providing direct client care, service, or treatment.

#### **10. RESEARCH AND DEMONSTRATION (not claimable)**

Refers to activities related to the implementation of investigative efforts of any type.

#### **11. PROVIDING PRE-SERVICE TRAINING ACTIVITIES (not claimable)**

Refers to preparing or presenting student lectures, delivering individualized instruction, or engaging in other related university teaching activities.

#### **12. RECEIVING STAFF DEVELOPMENT (not claimable)**

Refers to activities where staff and/or faculty participate as learners for the purpose of improving their overall skills, knowledge, or work performance. These activities include attendance at workshops, conferences, and university or off-campus courses.

#### **13. OTHER ACTIVITIES (not claimable)**

Use when performing activities that do not fit into any other activity code. This includes time devoted to lunch breaks, sick leave, vacation, staff receptions, work-related travel, etc.

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**EXHIBIT B**

**FEDERAL CONTRACT FUNDS**

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. This contract is valid and enforceable only if sufficient funds are made available to the States by the United States Government for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. Each party has the option to void the Contract under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

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EXHIBIT C

Department of Pediatrics  
and University Hospital School

**Estimated Medicaid Administrative Claiming Agreement Costs for July 2000 - June 2001**

Note: All FY2001 salary estimates include a 4% inflation factor.

<b>Department of Pediatrics</b>						
	FY2000		Additional services for new claiming period		FY2001	
	1st Qtr	2nd Qtr	Child Health	Specialty Clinics	New Staff-Pediatrics	Full Year Estimate
	Actual	Actual				
Personnel	\$105,261	\$114,487		\$144,838	\$19,600	\$621,514
5% General Expense	\$5,263	\$5,724		\$7,242	\$362	\$30,458
Subtotal	\$110,524	\$120,211		\$152,080	\$19,962	\$651,972
8% Indirect	\$8,842	\$9,617		\$12,166	\$1,597	\$52,157
Total Claim	<u>\$119,366</u>	<u>\$129,828</u>		<u>\$164,247</u>	<u>\$21,559</u>	<u>\$704,130</u>

Note: New Staff-Pediatrics: 1FTE Genetics Counselor; 0.5FTE Endocrine/Diabetes Nurse; and, 1FTE Scheduler

<b>University Hospital School</b>						
	FY2000				FY2001	
	1st Qtr	2nd Qtr				Full Year Estimate
	Actual	Actual				
Personnel	\$134,206	\$144,262				\$579,213
5% General Expense	\$6,710	\$7,213				\$28,961
Subtotal	\$140,916	\$151,475				\$608,174
8% Indirect	\$11,273	\$12,118				\$48,654
Total Claim	<u>\$152,190</u>	<u>\$163,593</u>				<u>\$656,828</u>

Grand Total						
						FY2001
						Full Year Estimate
						<u>\$1,360,958</u>

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